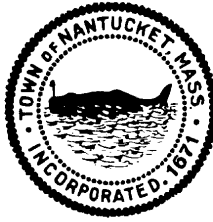


Town and County of Nantucket Select Board • County Commissioners

Brooke Mohr, Chair/Select Board
Thomas M. Dixon, Chair/County Commissioners
Matt Fee
Dawn E. Hill Holdgate
Malcolm W. MacNab



16 Broad Street
Nantucket, Massachusetts 02554

Telephone (508) 228-7255
Facsimile (508) 228-7272
www.nantucket-ma.gov

C. Elizabeth Gibson
Town & County Manager

**AGENDA FOR THE MEETING OF THE
COUNTY COMMISSIONERS
MAY 14, 2025 - 5:30 PM
PSF COMMUNITY ROOM, 4 FAIRGROUNDS ROAD
AND REMOTE PARTICIPATION VIA ZOOM WEBINAR
NANTUCKET, MASSACHUSETTS**

YOU TUBE LINK FOR VIEWING ONLY:
<https://youtube.com/live/dMgKJpl2UOY>

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:
https://us06web.zoom.us/webinar/register/WN_zQ68lLacSUSgnSwAIC_82g

- I. CALL TO ORDER**
- II. ANNOUNCEMENTS**
 - 1. The County Commission Meeting is Being Audio and Video Recorded.
- III. PUBLIC COMMENT***
- IV. NEW BUSINESS****
- V. APPROVAL OF MINUTES AND WARRANTS**
 - 1. Approval of Minutes of March 26, 2025 at 5:30 PM.
 - 2. Approval of Payroll and Treasury Warrants for April, 2025.
- VI. OFFICIAL BUSINESS**
 - 1. Request for Approval and Execution of Memorandum of Understanding for Sheep Pond Road Alternative Access.
- VII. COMMISSIONERS REPORTS/COMMENTS**
- VIII. ADJOURNMENT**

***Public Comment:** please see attached Public Comment Policy which can also be found at <https://www.nantucket-ma.gov/DocumentCenter/View/51055/Public-Comment-Policy---Adopted-by-the-Select-Board-on-February-12-2025-PDF>.

****New Business:** Topics not reasonably anticipated by the Chair 48 hours in advance of the meeting may be brought up for discussion in accordance with the Open Meeting Law.



Town of Nantucket
Public Comment Policy
Adopted by Select Board
February 12, 2025

A. Purpose:

This Policy is adopted to facilitate orderly and efficient public comment periods at meetings of Town public bodies. It will protect the ability of the residents of Nantucket, and other persons, to provide feedback or information to pertinent public bodies regarding matters of public interest, Town initiatives, operations, services, and programs. To allow speakers a fair opportunity to address a public body, and to ensure the public body may accomplish its stated business in an efficient manner, these guidelines seek to ensure compliance with the Open Meeting Law and meet other legal and constitutional obligations. Meetings of public bodies in the Town of Nantucket should be places to engage in orderly and peaceable discourse.

B. Authority:

Principles of free speech and freedom to petition the government, fundamental rights protected by the United States and Massachusetts Constitutions, prohibit public bodies from preventing all speech that may be upsetting or offensive. As such, this Policy establishes reasonable time, place, and manner restrictions sufficient to facilitate orderly and peaceable public comment periods at meetings of elected and appointed public bodies of the Town.

C. Legal Standards:

Meetings of public bodies are subject to the requirements of the Open Meeting Law, G.L. c. 30A, §§ 18-25. The Open Meeting Law empowers the chair of a public body to preside at and regulate the proceedings of meetings. Pursuant to G.L. c. 30A, § 20(g), no person shall address a meeting of a public body without permission of the chair, and all persons shall, at the request of the chair, be silent. Any person wishing to speak at an open meeting must first be recognized by the chair. All questions raised and all comments made by a duly-recognized speaker must be directed to the chair of the public body alone, not to individual members of the public body, staff, or the public. The chair is authorized to maintain order, and, although a rare occurrence, has authority, after appropriate

warnings are ignored, to take action up to and including removal of a person who is disrupting a meeting.

D. Application:

To secure the rights of the public to participate in public comment periods in the Town of Nantucket in a manner consistent with law, and, to thereby protect the Town and members of elected and appointed bodies from civil rights claims, this policy shall apply to all public bodies in the Town of Nantucket.

E. Procedures:

1. All agendas of multiple-member bodies in the Town of Nantucket shall include a period for Public Comment, subject to the limitations set forth in paragraph 3. Where to place Public Comment on the agenda is at the discretion of the chair. If public comment is invited during a separate agenda item, this Policy shall govern.
2. While statements made during a Public Comment period are not required to address an agenda item for that particular meeting, such comments must relate to a matter within the public body's jurisdiction. Public comments on matters outside the public body's jurisdiction may be ruled out of order by the chair. To avoid due process issues, a person seeking to provide comments on a matter appearing on the same agenda will be asked to defer until the specific agenda item is reached.
3. Each speaker will be allowed to speak once for up to 3 minutes. The chair will curtail verbal comments exceeding the allotted time.
4. A recognized speaker may not cede or assign their time to another unless such an assignment is required as reasonable accommodation for such person because of a disability. All speakers who may need an accommodation are strongly encouraged to contact Town staff or the chair of the public body at least 48 hours prior to the meeting. That said, to facilitate an efficient public comment period, groups that have multiple speakers with the same viewpoint may consider consolidating their comments or designating one person to speak on their individual behalf's.

F. Disruptive Conduct/Unprotected Speech:

Disruptive conduct and engaging in other unprotected speech, including but not limited to the following, may be grounds for the chair of a public body to curtail speech and take other action as appropriate:

1. Speaking without being recognized;
2. Continuing to speak after the chair has curtailed additional verbal comment;
3. Interrupting a recognized speaker;
4. Speaking about matters not within the jurisdiction of the public body;
5. Engaging in conversations while another person is speaking;

6. Making true threats of violence directed toward a particular individual; and
7. Making comments inciting imminent lawlessness.

G. Public Body Response:

1. A public comment period is a listening session, and the public body is there to listen. The public body, in fact, should not respond to matters raised at the meeting unless it is
2. Matters raised during public comment periods are not required to, and are unlikely to, be addressed or resolved by the public body at the same meeting. Individual members of the appropriately deferred to a noticed-agenda item due to Open Meeting Law considerations.
3. At the sole discretion of the chair of the public body, matters raised during public comment may or may not appear on a future agenda or be referred to the Town Administrator for appropriate action, if any.
4. A public body cannot demand that persons attending meetings or participating in public comment be civil to one another. Nevertheless, the Town, or the members of the public, and those that appear before them are encouraged to make any/or all residents of the Town feel welcome, including listening to them speak, and acknowledging that speakers may have a different viewpoints.

Disclaimer: A Public Comment period is not a time for debate or response to comments by the public body. Comments made during the Public Comment period do not reflect the views or the positions of the public body. Because of constitutional free speech principles, the public body does not have the authority to prevent all speech that may be upsetting and/or offensive during the public portion of the meeting.

H. Enforcement:

Concerns about Public Comment Periods may be brought to the attention of the Town Manager, who will discuss the concerns with the chair of the public body, and take appropriate action. Failure to comply with this Policy may be deemed a violation of the Town's Code of Conduct, and grounds for the removal of an appointed official.



Agenda Item Summary

Agenda Item #	VI. 1.
Date	05/14/2025

Staff

Tracy MacDonald, Real Estate Specialist

Subject

COUNTY COMMISSIONERS: Approval and execution of the Memorandum of Understanding, between County Commissioners, Select Board, Sheep Pond Road residents and Nantucket Conservation Foundation, Inc.

Executive Summary

Staff has been working in conjunction with Town Counsel on the final version of the Memorandum of Understanding with the owners of homes in the Sheep Pond Road area for permanent alternative access provided through an Easement with Nantucket Conservation Foundation, Inc. Town Counsel has prepared the agreement and worked with the owners attorneys to finalize and accept the document. We have secured the signatures and also have the supporting documents for the agreement ready and in final form. The Temporary Easement has been recorded at the Registry of Deeds and the plans are finalized for the permanent easement for the new roadway. Once executed by the County Commissioners and the Select Board, the document can be submitted to Natural Heritage for issuance of permitting for the roadway construction.

Staff Recommendation

To execute the Memorandum of Understanding Agreement in the form prepared and reviewed by Town Counsel.

Background/Discussion

Town administration has worked diligently towards the remaining steps necessary, including negotiating the Memorandum of Understanding between all the parties, the finalization of plans which required revision due to the recent erosion, assembling the betterment cost estimates and roadway design, materials. Staff has secured the Third Extension of Temporary Easement Agreement through October 2025 and anticipates the project will be complete prior to expiration. The Permanent Easement Agreement between Nantucket Conservation Foundation and the Sheep Pond Homeowners Association is close to final and being executed by the parties. The MOU with attachments will be submitted to Natural Resources for finalizing permitting process. While pending, staff will finalize the betterment process, and facilitate other components of the transaction.



Impact: Environmental ☒ **Fiscal** ☐ **Community** ☒ **Other** ☐

Erosion/Roadway and emergency access

Board/Commission Recommendation

N/A

Public Outreach

Select Board presentations

Connection to Existing Applicable Plan (i.e., Strategic Plan, Master Plan, etc.)

Master Plan

Attachments

Memorandum of Understanding Agreement



**Memorandum of Understanding
Between
County of Nantucket and Town of Nantucket
And
Nantucket Conservation Foundation, Inc.
And
Sheep Pond Road Residents**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this ____ day of May, 2025, between the **County of Nantucket**, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, acting by and through its County Commissioners, having a principal place of business at the Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (the “**County**”), acting by the authority of the Nantucket County Charter, St. 1996, c. 290, §4, and by virtue of every other enabling power and authority, the **Town of Nantucket**, a Massachusetts municipal corporation, acting by and through its Select Board, having an address of Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (“**Town**”) and the **Nantucket Conservation Foundation, Inc.**, a Massachusetts nonprofit corporation, having its principal office at 118 Cliff Road, Nantucket, Massachusetts 02554 (“**NCF**”) and

1. **Brendan Maddigan**, of P.O. Box 382, Woods Hole, MA 02543;
2. **8SPR, LLC**, of 23 Brush Island Road, Darien, CT 06820;
3. **Garrett M. Liddell and Jan Marie Liddell**, of P.O. Box 275, Killington, VT 05751;
4. **James Maloney and Amy Cutler**, of 18 Orne Street, Marblehead, MA 01945;
5. **14328 Misty Meadow Lane, LLC**, of 4802 Glenmont Street, Bellaire, TX 77401;
6. **DJV Real Estate LLC (f/k/a Love Sand, LLC)**, of 75 Gerber Road East, South Windsor, CT 06074;
7. **Jennifer Jordan**, of 39 Sheep Pond Road, Nantucket, MA 02554;
8. **P. Jeffrey Lucier, Trustee of Lucier Nominee Trust**, of 2665 East Overlook Road, Cleveland Heights, OH 44106 (owner of both 42 and 44 Sheep Pond Road);
9. **MMC Properties, LLC**, of 8866 N. Sea Way, #204, Vero Beach, FL 32963;
10. **Jane Johnson, Trustee of Michael Burns Children’s Trusts**, of 128 Hollister Avenue, Santa Monica, CA 90405;

and their respective heirs, successors and assigns (each a “**Sheep Pond Road Resident**,” and collectively, the “**Sheep Pond Road Residents**,” together with the County, the Town, and NCF, the “**Parties**”).

RECITALS

WHEREAS, a portion of Sheep Pond Road has eroded (the “**Eroded Portion**”), resulting in the residents of Sheep Pond Road with no legal access to a public or private way over which they have lawful rights of access except for a temporary access easement as described below;

WHEREAS, due to the emergency and public necessity for access, the County determined that it was necessary to provide temporary alternative access for the public and emergency vehicles for ingress and egress to a public way until a permanent alternative means of

access could be provided to the Sheep Pond Road Residents;

WHEREAS, the County and several abutters to Head of Plains Road agreed to enter into a Temporary Easement Agreement in which the abutters, NCF, Benjamin G. Gifford and Jane Carlin, Ninehop, LLC and Edmund J. Cienava and Maria E. Cienava granted to the County a temporary non-exclusive access easement and NCF granted a temporary construction easement to provide the temporary alternate access as described in the Temporary Easement Agreement dated March 26, 2021, filed with the Nantucket Registry District of the Land Court as Document No.168947 as amended of record;

WHEREAS, the County, the Town and NCF have agreed that a permanent alternate access for vehicular and pedestrian access for the Sheep Pond Road Residents would be served by a grant of easement by NCF over a portion of the NCF Parcels and the open space and conservation interests of NCF will be served by a land exchange between the Town and NCF for these purposes;

WHEREAS, the Town and the County propose to be responsible for the initial construction of the permanent alternate roadway as described below upon the terms set forth herein;

WHEREAS, NCF is the owner of the fee title of certain parcels of vacant land in Nantucket, Massachusetts, and is the owner of the fee title of the “Way” and the “Proprietors Road” shown on the hereinafter-defined Roadway Plan, all of which are more particularly described as follows (collectively referred to as the “**NCF Parcels**”):

1. Assessor’s Map 63, Parcel 58, being Lot 1 on Land Court Plan No. 35744-B, as described in Certificate of Title No. 8549;
2. Assessor’s Map 63, Parcel 8, being Lot 2 on Land Court Plan No.35744-B, as described in Certificate of Title No. 8549;
3. Assessor’s Map 63, Parcel 40, shown as Lot 5 on plan of land recorded with Nantucket County Registry of Deeds in Plan Book 19, Page 143, as described in Deed recorded with said Deeds in Book 162, Page 90;
4. Assessor’s Map 63, Parcel 42, being Lot 5 on Land Court Plan No. 36935-B, as described in Certificate of Title No. 15416;
5. Assessor’s Map 63, Parcel 44, being Share 8 (Portion), as described in Deed recorded with said Deeds in Book 179, Page 341; and
6. A thirty-three foot (33’) wide Way abutting and lying between Assessor’s Map 63, Parcels 8 and 40; and a thirty-three foot (33’) wide Proprietors Road abutting and lying between Assessor’s Map 63, Parcels 44 and 42, as shown on said Roadway Plan referenced below.

WHEREAS, NCF shall grant a roadway easement over a portion of the NCF Parcels for purposes of vehicular and pedestrian access to Massasoit Road, as shown on a plan entitled “Exhibit Plan Sheep Pond Road in Nantucket, Massachusetts,” dated _____, 2023, prepared by Nantucket Surveyors, LLC, a copy of which is attached hereto as **Exhibit A** (“**Roadway Plan**”), which Roadway Plan has been approved by the Parties;

WHEREAS, the Town is the owner of a certain parcel of approximately 5.74 acres of vacant land situated in Nantucket, Massachusetts shown on Assessor's Map 45 as Parcel 9, 50 Altar Rock Road, as described in a deed from Henry Coffin Everett dated July 15, 1927, filed with the Nantucket Registry District of the Land Court as Document No. 1866, noted on Certificate of Title No. 1423 (the "**Town Parcel**");

WHEREAS, the County, NCF, and the Town have reached an understanding that NCF shall grant to the Sheep Pond Road Residents (or a homeowners' association trust for their benefit) a non-exclusive perpetual easement for pedestrian and vehicular access over a portion of the NCF Parcels shown as "Proposed 30' Wide ROW Proposed 16-20' Wide Gravel Road" on the Roadway Plan (the "**Roadway Easement**"), the Town shall convey the Town Parcel to NCF for open space, conservation, and recreation purposes as authorized in Chapter 159 of the Acts of 2024, a copy of which is attached hereto as **Exhibit B**; and shall take by eminent domain the paper streets (the "**Paper Street Parcels**") as shown on the plans attached hereto as **Exhibit C** (collectively, the "**Paper Street Plans**"), and then convey the Paper Street Parcels to NCF to be combined with the abutting NCF property to be used for open space and conservation purposes, pursuant to the votes of Articles 87 and 88 of the 2022 Annual Town Meeting.

NOW THEREFORE, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Due Diligence Precedent to Conveyance. The Parties, as applicable, shall diligently pursue the following items of due diligence and shall perform the following responsibilities and pay the following costs:
 - (a) Promptly after execution of this MOU, NCF and the Sheep Pond Road Residents shall diligently negotiate and agree upon the terms of an Easement Agreement between NCF and the Sheep Pond Road Residents (or a homeowners' association trust for their benefit) for the grant of a non-exclusive permanent alternate access easement over the Roadway Easement area for pedestrian and vehicular access over the Roadway Easement (the "**Roadway**"). The final form of Easement Agreement shall be agreed upon, executed by NCF and the Sheep Pond Road Residents (or a homeowners' association trust for their benefit), and recorded with the Nantucket Registry of Deeds and filed with the Nantucket Registry District of the Land Court no later than thirty (30) days after the date of this MOU. NCF agrees that it will take all actions and execute and deliver the Easement Agreement, all of which will occur prior to the conveyance of the Town Parcel and the Paper Streets Parcels. NCF and each of the Sheep Pond Road Residents shall pay their respective costs and expenses associated with the negotiation of the Roadway Easement, including, without limitation, their respective attorneys' fees. The Parties acknowledge that the expense and responsibility to record the easement shall be borne by the Sheep Pond Road Residents. In the event that the

Town and/or County is denied or does not receive the necessary permits and approvals for construction of the Roadway in the location shown on the Roadway Plan, the County, NCF, and the Sheep Pond Road Residents shall cooperate with each other and diligently negotiate a relocated area for the Roadway in a location that is otherwise consistent with the terms and provisions of this MOU that will allow, if possible, for receipt of the necessary permits and approvals for construction of the Roadway.

- (b) The Town, at its sole cost and expense, filed an application with the Planning Board for its approval of the Paper Street Plans. Upon approval of the Paper Street Plans by the Planning Board and by the Select Board, the Town shall, at its sole cost and expense, prepare an Order of Taking by eminent domain of said Paper Streets for adoption by the Select Board as previously authorized by the vote of Article 87 of the 2022 Annual Town Meeting, and then file said Order of Taking with the Nantucket Registry District of the Land Court and record with the Nantucket Registry of Deeds the Order of Taking and the Paper Streets Plans.
 - (c) The Town and/or County has applied for the necessary approvals and determination from the Division of Fisheries & Wildlife, Natural Heritage & Endangered Species Program (NHESP) for the construction of the Roadway and any and all other permits, licenses or other approvals required to undertake any work within the Roadway Easement (collectively, the “**Permits and Approvals**”) and shall promptly pursue issuance of same. Upon the execution of this MOU, the Town and/or the County shall update its application with NHESP. The Town and/or County shall provide updates to the Sheep Pond Road Residents and NCF as to the status of obtaining the Permits and Approvals and shall provide copies of the issued Permits and Approvals to NCF and the Sheep Pond Road Residents.
 - (d) Upon adoption and recording of the Order of Taking of the Paper Streets, the Town shall promptly prepare and file with the Land Court for registration, the Land Court Plans for the Paper Streets which are registered land in form reasonably acceptable to NCF, and file Petitions with the Land Court for the Approval of the Paper Street Plans and the Issuance of New Certificates of Title in the name of the Town for each paper street. The cost of plan preparation, Land Court approval, and filing fees is solely the Town’s cost and expense.
2. Construction. Within thirty (30) days after the receipt by the Town and/or County of the Permits and Approvals for the construction of the Roadway as shown on the Roadway Plan and the executed Easement Agreement, the County will use diligent efforts to commence construction of the Roadway and shall cause it to be completed in an expeditious manner. The County shall place barriers and/or take other measures to protect persons and NCF property from damage during

construction or any work within the Roadway Easement area. NCF, with the County's prior approval shall have the option to use Sheep Pond Road soil removed by the County for use on other NCF properties for restoration purposes, provided it is consistent with the NHESP requirements and conditions of the project and its permitting. The County shall complete all work in an expeditious manner and minimize interference with the use of the remainder of the NCF land. The County shall remove all construction debris or rubble, including any trees, vegetation or brush, which are removed as part of such construction from the Roadway Easement area, but in no event shall the County leave debris that would interfere with use of the Roadway Easement area or the NCF land. Upon completion of the construction of the Roadway, the County shall (i) block off access to the Eroded Portion in a location and manner reasonably acceptable to the County and the Sheep Pond Road Residents, and (ii) restore any damage or disturbance it causes to the NCF land outside of the bounds of the Roadway Easement to their condition prior to such disturbance or damage as reasonably practicable, at the County's sole cost and expense. The County shall be responsible for the initial construction of the Roadway. Any costs incurred by the County for the permitting, licensing, approvals, and construction of the Roadway Easement, including costs for surveys, preparation of plans, legal fees and recording and filings fees shall be assessed as a betterment to the Sheep Pond Road Residents.

3. Maintenance and Repair of the Roadway. Upon completion of the construction of the Roadway, the Sheep Pond Road Residents shall be responsible for the maintenance, upkeep and repair of the entire length of the Roadway, which shall include the obligation to remove snow and ice therefrom, which shall include those portions of the Roadway which are bordered on both sides by NCF Parcels. As part of the maintenance obligations, the Sheep Pond Road Residents shall remove any trees, vegetation or brush within the Roadway necessary to maintain the width of the Roadway and maintain adequate sight lines. The Roadway shall not be laid out and accepted as a public way. The Easement Agreement shall provide for the terms of maintenance, upkeep and repair of the Roadway.

4. Indemnification.

- a. County Indemnification. The County agrees, to the extent permitted by the operation of law, to indemnify, defend and hold NCF harmless from and against all debts, expenses (including reasonable attorneys' fees), actions, causes of action, suits, dues, sums of money, damages, liabilities and any and all claims, demands and liabilities whatsoever of every nature, both in law and equity arising out of or relating to the County's construction of the Roadway and specifically: (a) the discharge, release or threatened release at the Roadway Easement area of oil or hazardous materials as defined under federal, state or local laws which is caused by the County, or its agents, employees, contractors and representatives (collectively, the "**County Parties**"); (b) any failure on the part of the County Parties to comply with this MOU; and (c) the death, injury or property damage

suffered by any person on account of or based upon the gross negligence or willful misconduct of any of the County Parties. To the extent that the County or anyone acting for or through the County during the construction of the Roadway releases or is otherwise responsible for a release of oil or hazardous materials on the Roadway Easement area in quantities or concentrations requiring reporting to the Massachusetts Department of Environmental Protection (MassDEP) or any other governmental authority with jurisdiction over the Roadway Easement area or the release, the County shall promptly notify NCF and MassDEP of the reportable condition. The County shall be responsible to address the remediation as may be conditioned by MassDEP at its sole cost and expense.

b. NCF and County Indemnification. NCF and the County each agree, to the fullest extent permitted by law, to indemnify, defend and hold the Sheep Pond Road Residents harmless from and against all debts, expenses (including reasonable attorneys' fees), actions, causes of action, suits, dues, sums of money, damages, liabilities and any and all claims, demands and liabilities whatsoever of every nature, both in law and equity, arising out of or relating to any failure on the part of NCF or the County, respectively, to perform its obligations under this MOU or to otherwise comply with the terms and provisions of this MOU.

c. Sheep Pond Road Residents' Indemnification. Each Sheep Pond Road Resident agrees to indemnify, defend and hold NCF harmless from and against all debts, expenses (including reasonable attorneys' fees), actions, causes of action, suits, dues, sums of money, damages, liabilities, and any and all claims, demands and liabilities whatsoever of every nature in law and in equity caused by: (a) the discharge, release or threatened release on the Roadway Easement of oil or hazardous materials as defined under federal, state or local law by such Sheep Pond Road Resident, or his/her agents, employees, contractors and representatives (collectively, the "Residents' Parties"); (b) any failure on the part of the Residents' Parties to comply with the Easement Agreement; and (c) the death, injury or property damage suffered by any person on account of or based upon the gross negligence or willful misconduct of the Residents' Parties, except to the extent such death, injury or property damage is caused by the gross negligence or willful misconduct of NCF. To the extent that a Sheep Pond Road Resident or anyone acting for or through him/her, releases or is otherwise responsible for a release of hazardous materials on the Roadway Easement area in quantities or concentrations requiring reporting to the Massachusetts Department of Environmental Protection (MassDEP) or any other governmental authority having jurisdiction over the Roadway Easement area or the release, such Sheep Pond Road Resident shall promptly notify NCF and MassDEP of the reportable conditions, and such Sheep Pond Road Resident shall be responsible to address the remediation as may be conditioned by MassDEP at his/her sole cost and expense.

5. Betterment Assessments. The County shall assess betterments upon the Sheep Pond Road Residents who will be benefiting from the construction of the

Roadway, and that such betterments shall be for the total cost of the roadway project, including all costs appropriate under G.L. c. 80 and shall be assessed after construction of the Roadway is complete. Upon a vote by the County to assess betterments for the roadway project, the County shall prepare a Betterment Assessment Order containing an estimate of the betterments to be assessed on each parcel of land and record it with the Nantucket Registry of Deeds and the Nantucket Registry District of the Land Court. NCF is excluded from any assessment of betterments for the construction of the roadway project. The Sheep Pond Road Residents shall agree to pay the betterment assessments and not to contest with the County the validity of the betterment to be assessed upon each Sheep Pond Road Resident for the roadway project, not to contest the re-assessment of the betterments for the balance(s) of the betterments for any Sheep Pond Road Residents whose home is no longer habitable due to erosion and shall be shared equally among the remaining Sheep Pond Road Residents, and not to seek an abatement of the assessment which amount shall be acknowledged to be proportionate to the benefit that such lots will obtain from the roadway project. The County shall apportion the betterment assessments for each of the Sheep Pond Road Residents' properties to be paid in equal installments not to exceed the maximum term allowable. The Town's and County's obligations under this MOU are expressly conditioned upon the delivery of the fully executed Easement Agreement prior to commencement of any activities related to construction of the Roadway. The Sheep Pond Road Residents agree that until the recording of the Easement Agreement, or six (6) months after the assessment of the betterments, whichever occurs later, they shall not convey all or any portion of their properties without providing the grantee or the mortgagee with a true and complete copy of this MOU and the Easement Agreement, and said Sheep Pond Road Resident shall indemnify, defend and hold harmless the County for any sums of money the County may be obliged to pay a new owner or mortgagee as an abatement, damages or otherwise relating to said assessment, if said Sheep Pond Road Resident does not provide such copy to a new owner or mortgagee.

6. Insurance. Before the County or any of the other County Parties enter the Roadway Easement area, the County shall procure, at its own cost and expense, or cause to be procured, the following minimum insurance: (a) commercial general liability insurance with a minimum coverage amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate limit; (b) automobile liability insurance for owned and non-owned automobiles, trucks, and all other licensed for road use vehicles, and/or hired/rented automobiles, trucks and all other licensed for road use vehicles in the amount of (\$1,000,000.00) combined single limit; and (c) workers' compensation in the minimum amount of the statutory limit. All insurance required hereunder shall name NCF as an additional insured (except for workers compensation coverage). All insurance required shall be insured by insurers authorized to transact insurance business in the Commonwealth of Massachusetts and having an A- or better Best's rating. All insurance required hereunder shall provide a waiver of subrogation in favor of NCF. Where commercially available, all insurance

policies and certificates shall include a provision requiring thirty (30) days' written notice to NCF of any cancellation (except only ten (10) days' written notice for cancellation due to nonpayment of premium). At least annually, the County shall provide NCF with a certificate evidencing the coverages required hereunder.

7. Conveyance of Town Parcel. Pursuant to Chapter 159 of the Acts of 2024, the Town shall convey the Town Parcel to NCF for open space, conservation and recreation purposes, by Deed in a form reasonably acceptable to NCF upon the execution of the Easement Agreement by NCF and the Sheep Pond Road Residents, its filing with the Nantucket Registry District of the Land Court and the completion of the construction of the Roadway and its reasonable approval by NCF and the Sheep Pond Road Residents.
8. Conveyance of Paper Street Parcels. Within thirty (30) days after the Town's receipt of the Land Court's Order for Approval of the Paper Street Plans and Issuance of New Certificates of Title for the Paper Streets in the name of the Town, the Town shall convey for open space and conservation purposes, the Paper Street Parcels by Deed in a form reasonably acceptable to NCF.
9. Closing Date. The Parties agree to deliver their respective deeds or easement as soon as reasonably practicable within the time periods set forth in this MOU, provided, however, in any event (unless NCF and the Town have otherwise agreed) that the execution, delivery, and recording of the Deeds for the Town Parcel and Paper Street Parcels shall occur no later than three (3) years after the date of this MOU.
10. Title. The Town shall convey its respective Town Parcel or Paper Street Parcels and NCF shall convey its easement according to standards customarily followed in purchase and sale agreements between arm's length parties, including without limitation:
 - a. The Parcels from the Town to NCF shall be conveyed by good and sufficient quitclaim deeds. Unless either Party elects to accept less, each deed shall convey a good and clear record and marketable title thereto, free from encumbrances. NCF agrees to convey its easement with quitclaim covenants, free from any liens or other encumbrances.
 - b. Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said premises to be then (i) in the same condition as they are now, except reasonable use and wear thereof, and (ii) not in violation of building and zoning laws. The Parties shall be entitled to personally inspect the premises to be acquired prior to the delivery of the deeds in order to determine whether the condition of the premises complies with the terms of this clause.

11. Failure to Achieve Conditions Precedent. In the event that the Town is not able to convey the Town Parcel and/or Paper Street Parcels to NCF when and as required by this MOU, then the Town and NCF agree to diligently negotiate an agreement as to a substitute parcel or parcels or to take such other actions as may be necessary to comply with any statutory requirements, provided, however, that the foregoing shall in no way affect the other obligations of NCF, the Town, and/or the County vis-à-vis the Sheep Pond Road Residents, including, without limitation, with respect to the Roadway Easement or construction of the Roadway.
12. Notices. All notices required or permitted to be given hereunder shall be in writing and delivered by facsimile, by hand or mailed, postage prepaid, by registered or certified mail, or by overnight express delivery with receipt required, in the case of the Town to:

Ms. C. Elizabeth Gibson, Town Manager
Town of Nantucket
16 Broad Street
Nantucket, MA 02554

With a copy to:

Vicki S. Marsh, Esq.
KP Law, P.C.
101 Arch Street
Boston, MA 02110

In the case of NCF:

Nantucket Conservation Foundation, Inc.
118 Cliff Road
Nantucket, MA 02554
Attn: Cormac Collier

With a copy to:

Whitney A. Gifford, Esq.
Reade, Gullicksen, Hanley & Gifford, LLP
Six Young's Way
P.O. Box 2669
Nantucket, MA 02584

In the case of the Sheep Pond Road Residents:

Robert W. Stetson, Esq.
Bernkopf Goodman LLP

Two Seaport Lane, 9th Floor
Boston, MA 02210

Or in the case of any party to such other address as shall be designated by written notice given to the other parties. Any such notice shall be deemed given when so delivered by hand or, if so mailed or sent by overnight express, when received or rejected by the party to whom it is addressed, or if sent by facsimile, on the same business day as sent.

13. Miscellaneous. A signed telecopy or electronic copy of this MOU shall be deemed an original for all purposes, and the Parties agree that they may execute this MOU and any future modifications or other writings relating to this MOU by electronic means and that the digital signatures of the parties hereto or thereto will authenticate the writing to which they are attached, and such digital signatures are to have the same force and effect as the use of manual signatures. The Recitals to this MOU are true and correct and are incorporated into this Agreement. Time is of the essence with respect to the Parties' respective obligations under this MOU.

Signature Page to Follow

IN WITNESS WHEREOF the parties have hereto set their hands and seals as of the day referenced above.

TOWN OF NANTUCKET
acting by and through its
Select Board

COUNTY OF NANTUCKET
acting by and through its County
Commissioners

Brooke Mohr

Thomas M. Dixon

Matthew G. Fee

Malcolm W. MacNab

Thomas M. Dixon

Matthew G. Fee

Malcolm W. MacNab

Brooke Mohr

Dawn E. Hill Holdgate

Dawn E. Hill Holdgate

NANTUCKET CONSERVATION FOUNDATION, INC.

By: _____
Cormac Collier, President

By: _____
Charles K. Gifford, Jr., Treasurer

SHEEP POND ROAD RESIDENTS

BRENDAN MADDIGAN
6 Sheep Pond Road, Nantucket, MA

Brendan Maddigan

Date: _____

8SPR, LLC
8 Sheep Pond Road, Nantucket, MA

By: _____
James F. Caulfield, Jr., Manager

Date: _____

GARRETT M. LIDDELL AND JAN MARIE LIDDELL
10 Sheep Pond Road, Nantucket, MA

By: _____
Garrett M. Liddell

Date: _____

By: _____
Jan Marie Liddell

Date: _____

JAMES MALONEY AND AMY CUTLER
22 Sheep Pond Road, Nantucket, MA

James Maloney

Date: _____

Amy Cutler

Date: _____

14328 MISTY MEADOW LANE, LLC
24 Sheep Pond Road, Nantucket, MA

By: _____
Allison Kimball, Manager

Date: _____

DJV REAL ESTATE LLC (f/k/a LOVE SAND, LLC)
26 Sheep Pond Road, Nantucket, MA

By: DJV Real Estate, LLC,
its Manager

By: _____
Karen Thorne, Manager

Date: _____

JENNIFER JORDAN
39 Sheep Pond Road, Nantucket, MA

Jennifer Jordan

Date: _____

P. JEFFREY LUCIER, TRUSTEE OF LUCIER NOMINEE TRUST
42 and 44 Sheep Pond Road, Nantucket, MA

By: _____
P. Jeffrey Lucier, Trustee

Date: _____

MMC PROPERTIES, LLC
36 Sheep Pond Road, Nantucket, MA

By: _____
Andrew Fezza, Manager

Date: _____

JANE JOHNSON, TRUSTEE OF MICHAEL BURNS CHILDREN'S TRUSTS
38 Sheep Pond Road, Nantucket, MA

By: _____
Jane Johnson, Trustee

Date: _____

EXHIBIT A

ROADWAY PLAN

[Attached hereto]

NANTUCKET REGISTRY OF DEEDS

Date _____

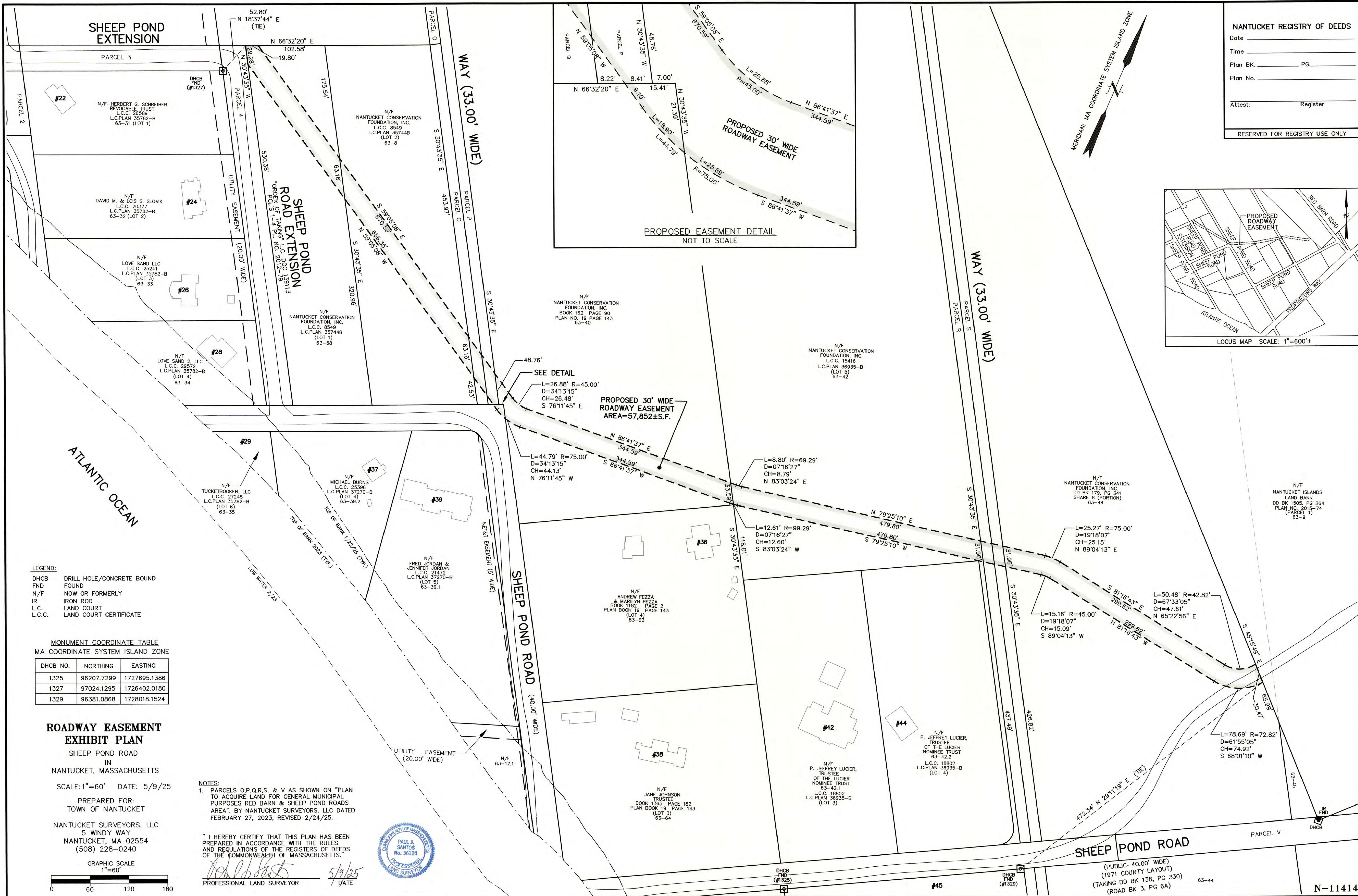
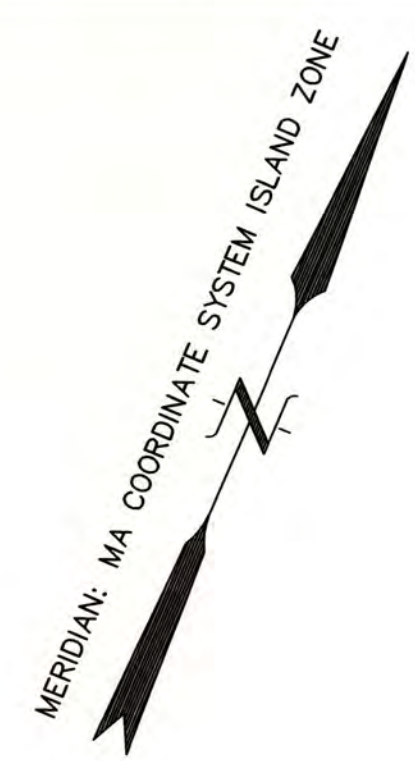
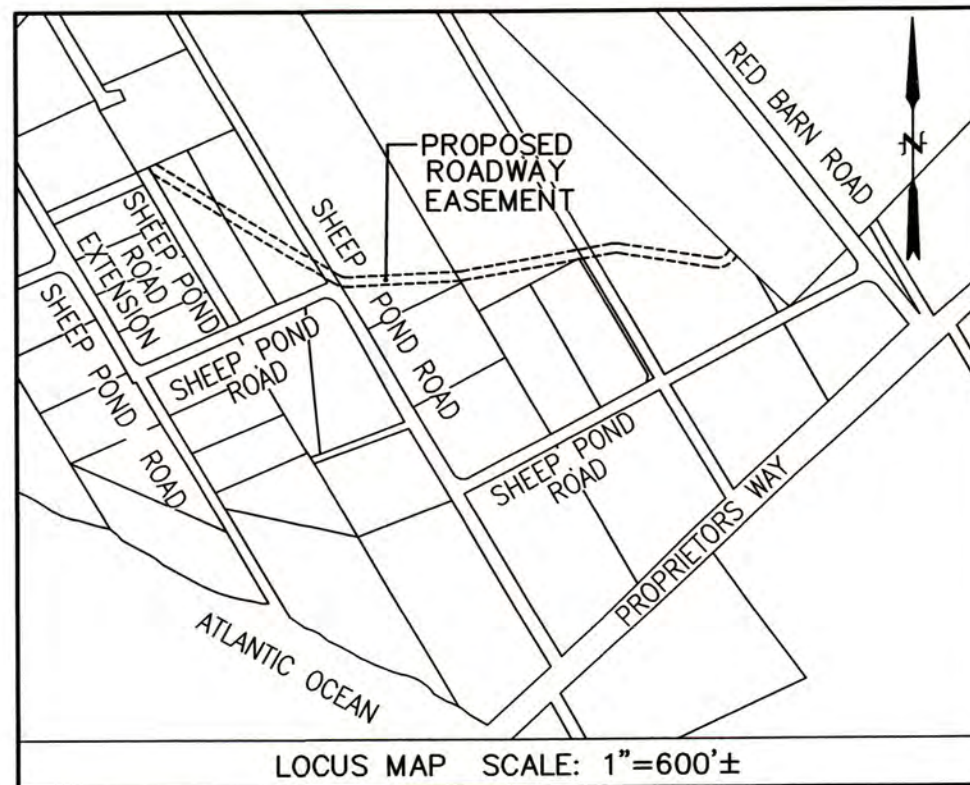
Time _____

Plan BK. _____ PG. _____

Plan No. _____

Attest: _____ Register

RESERVED FOR REGISTRY USE ONLY



- LEGEND:
- DHCB DRILL HOLE/CONCRETE BOUND
 - FND FOUND
 - N/F NOW OR FORMERLY
 - IR IRON ROD
 - L.C. LAND COURT
 - L.C.C. LAND COURT CERTIFICATE

MONUMENT COORDINATE TABLE
MA COORDINATE SYSTEM ISLAND ZONE

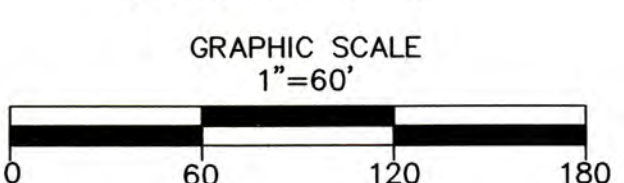
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1327	97024.1295	1726402.0180
1329	96381.0868	1728018.1524

ROADWAY EASEMENT
EXHIBIT PLAN
SHEEP POND ROAD
IN
NANTUCKET, MASSACHUSETTS

SCALE: 1"=60' DATE: 5/9/25

PREPARED FOR:
TOWN OF NANTUCKET

NANTUCKET SURVEYORS, LLC
5 WINDY WAY
NANTUCKET, MA 02554
(508) 228-0240



- NOTES:
- PARCELS O,P,Q,R,S, & V AS SHOWN ON "PLAN TO ACQUIRE LAND FOR GENERAL MUNICIPAL PURPOSES RED BARN & SHEEP POND ROADS AREA". BY NANTUCKET SURVEYORS, LLC DATED FEBRUARY 27, 2023, REVISED 2/24/25.

"I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS."

PROFESSIONAL LAND SURVEYOR
DATE: 5/9/25



EXHIBIT B

COPY OF CHAPTER 159 OF THE ACTS OF 2024

[Attached hereto]

Chapter 159
of the Acts of 2024

THE COMMONWEALTH OF MASSACHUSETTS

In the One Hundred and Ninety-Third General Court

AN ACT AUTHORIZING THE TOWN OF NANTUCKET TO CONVEY A CERTAIN PARCEL OF
LAND ACQUIRED FOR PARK PURPOSES TO THE NANTUCKET CONSERVATION FOUNDATION INC.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding any general or special law to the contrary, the town of Nantucket may transfer, sell, convey or otherwise dispose of all or a portion of a certain parcel of land, consisting of 5.74 acres more or less, located at 50 Altar Rock road in the town of Nantucket that was acquired by the town for park purposes to the Nantucket Conservation Foundation, Inc. for open space, recreational and conservation purposes. The parcel is shown as parcel 9 on Nantucket assessors' map 45 and recorded as certificate number 1423 in the Nantucket county registry district of the land court. Any disposition under this act shall be on such terms and conditions as the select board deems appropriate which may include, but shall not be limited to, the reservation of restrictions and easements and the acceptance of certain land from the Nantucket Conservation Foundation, Inc. pursuant to section 5A of chapter 3 of the General Laws, all as shown on a map entitled "2022 Annual Town Meeting Warrant Articles 93 + 94 Real Estate Conveyance: 50 Altar Rock Road (to Nantucket Conservation Foundation, Inc.)", dated January 2022 and filed with the office of the town clerk.

SECTION 2. This act shall take effect upon its passage.

House of Representatives, July 31, 2024.

Passed to be enacted,

Kate H — , Speaker.

In Senate, July 31, 2024.

Passed to be enacted,

Bill U. Brown , President.

August 7 , 2024.

Approved,

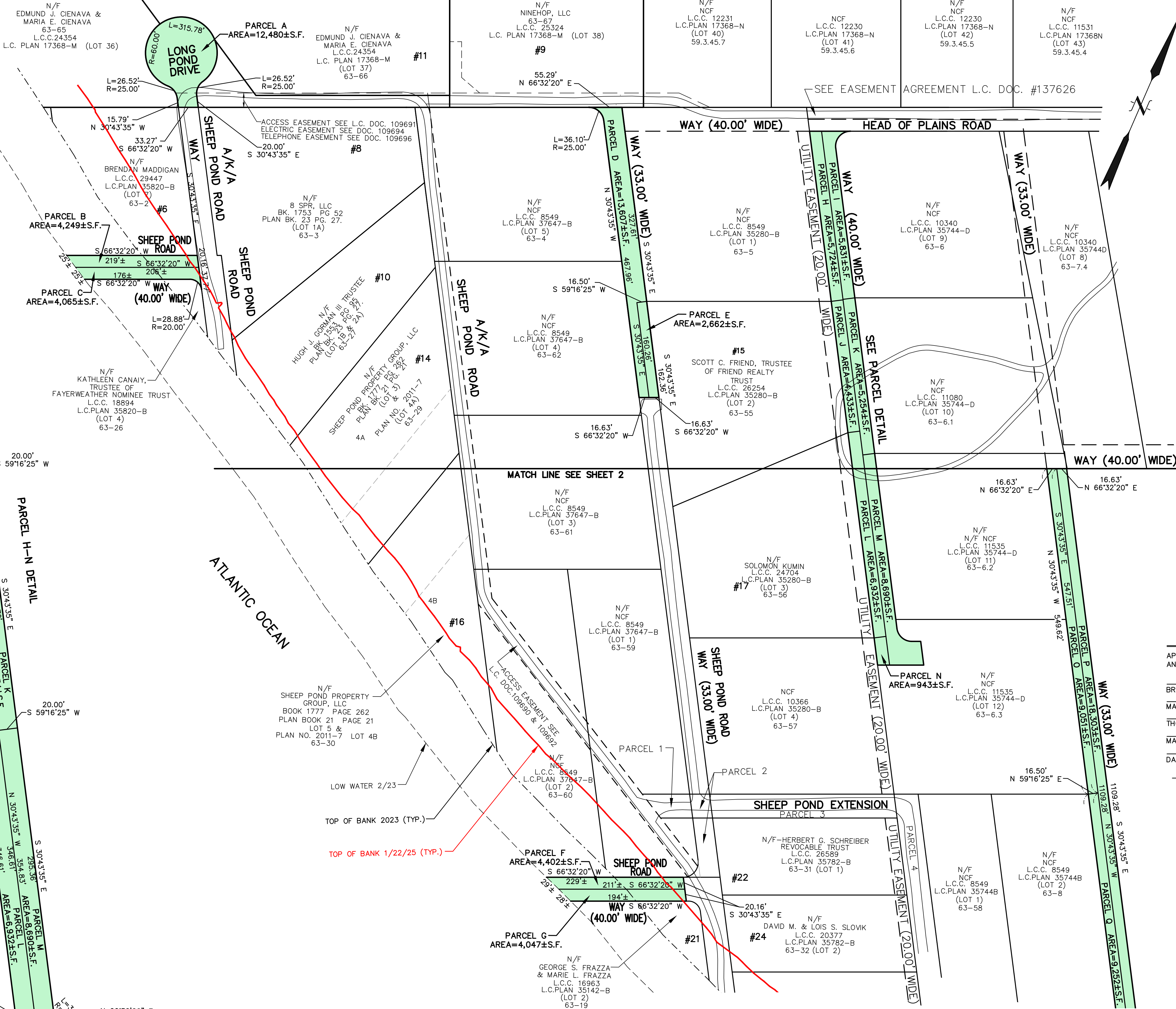
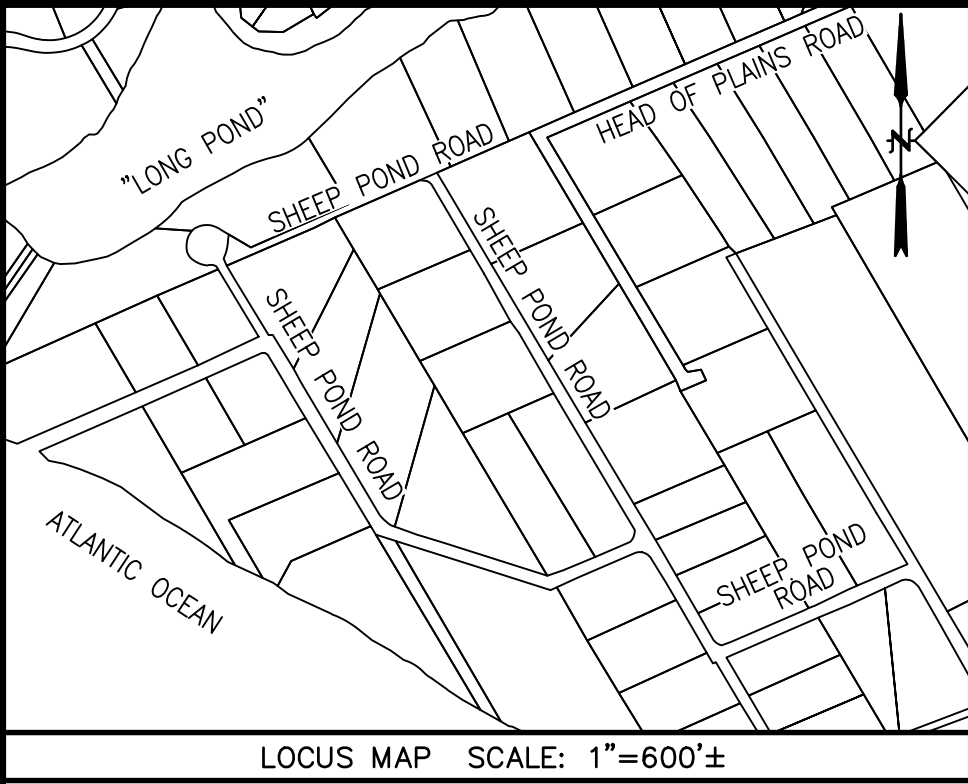
at *3* o'clock and *40* minutes, *P*. M.

F. T. Healy Governor.

EXHIBIT C

PAPER STREET PLANS

[Attached hereto]



NANTUCKET REGISTRY OF DEEDS

Date _____

Time _____

Plan BK. _____ PG. _____

Plan No. _____

Attest: _____ Register

RESERVED FOR REGISTRY USE ONLY

NANTUCKET SELECTBOARD

APPROVED PURSUANT TO ARTICLES 87 & 88
ANNUAL TOWN MEETING MAY 2, 2022.

BROOKE MOHR, CHAIR
MATT FEE, VICE CHAIR
THOMAS M. DIXON
MALCOLM W. MACNAB, MD, PHD
DAWN E. HILL HOLDGATE

DATE

PLANNING BOARD ENDORSEMENT DOES
NOT CONSTITUTE A DETERMINATION OF
CONFORMANCE UNDER ZONING.

NANTUCKET PLANNING BOARD

APPROVAL UNDER THE
SUBDIVISION CONTROL LAW
NOT REQUIRED

DAVE IVERSON, CHAIR
JOSEPH TOPHAM, VICE CHAIR
NATHANIEL LOWELL
BARRY G. RECTOR

JOHN KITCHENER
DATE APPROVED _____
DATE SIGNED _____
FILE NO. _____

PLAN TO ACQUIRE LAND FOR
GENERAL MUNICIPAL PURPOSES
RED BARN & SHEEP POND ROADS AREA
IN
NANTUCKET, MASSACHUSETTS

PREPARED FOR:
TOWN OF NANTUCKET

SCALE: 1"=80' DATE: FEBRUARY 27, 2023
REVISED: 1/27/25 EROSION UPDATE

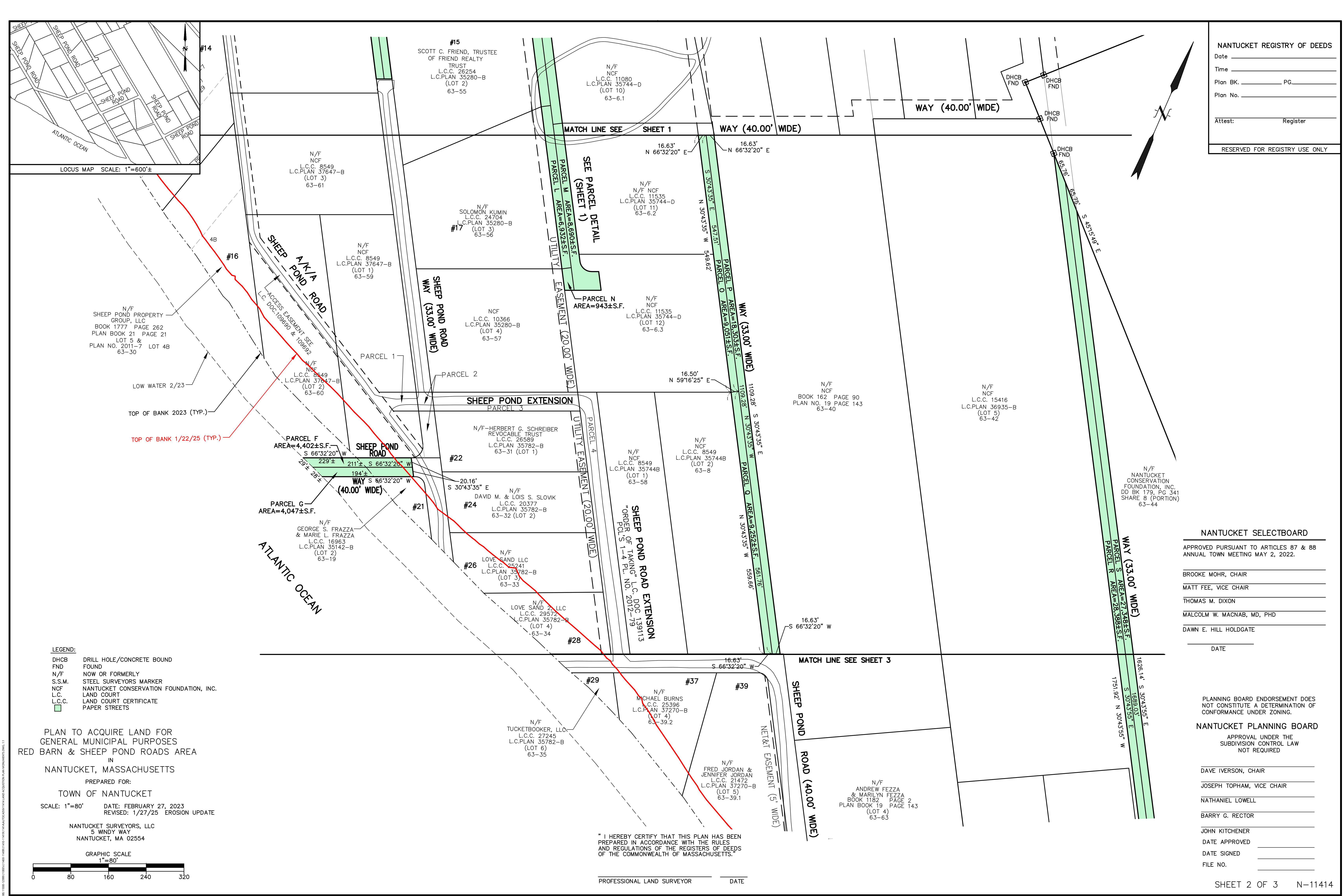
NANTUCKET SURVEYORS, LLC
5 WINDY WAY
NANTUCKET, MA 02554

GRAPHIC SCALE
1"=80'

0 80 160 240 320

"I HEREBY CERTIFY THAT THIS PLAN HAS BEEN
PREPARED IN ACCORDANCE WITH THE RULES
AND REGULATIONS OF THE REGISTERS OF DEEDS
OF THE COMMONWEALTH OF MASSACHUSETTS."

PROFESSIONAL LAND SURVEYOR DATE



NANTUCKET SELECTBOARD

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DATE APPROVED _____

DATE SIGNED _____

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OF THE COMMONWEALTH OF MASSACHUSETTS."

PROFESSIONAL LAND SURVEYOR _____ DATE _____

NANTUCKET REGISTRY OF DEEDS

Date _____

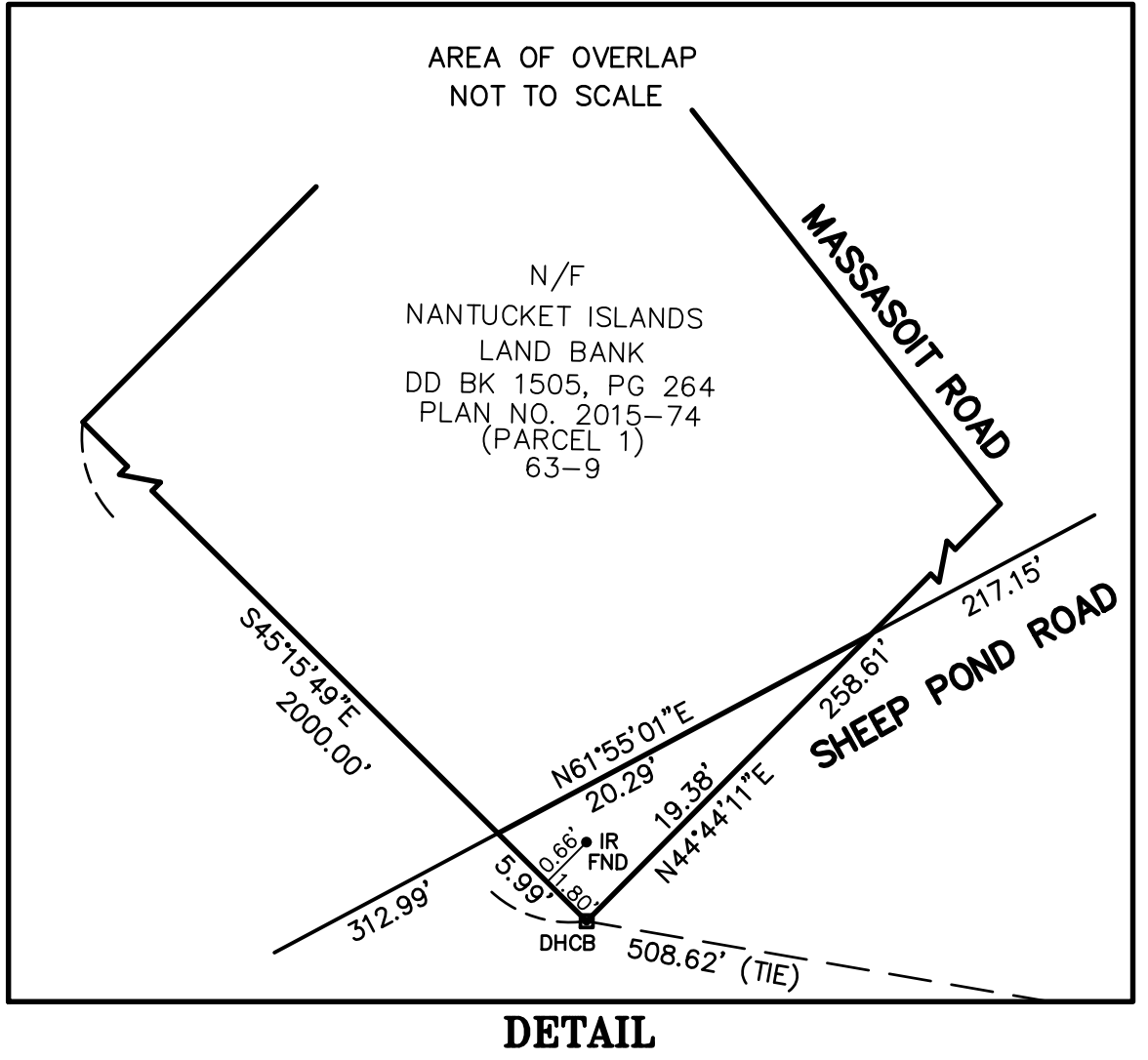
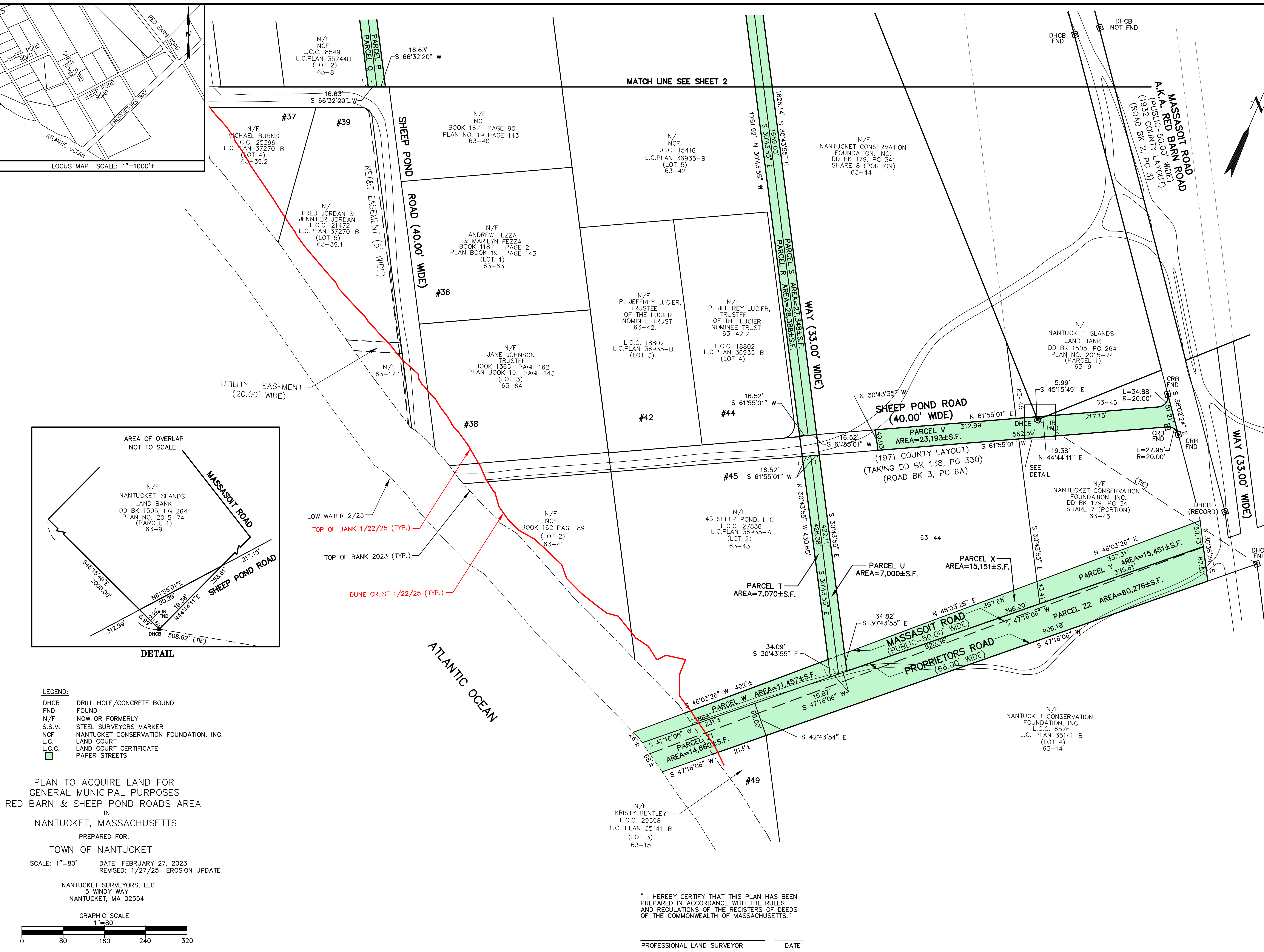
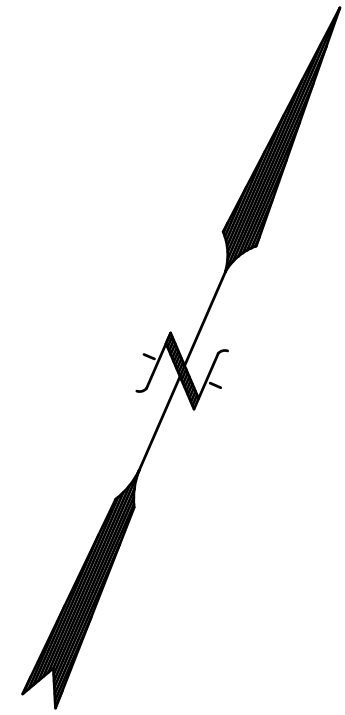
Time _____

Plan BK. _____ PG. _____

Plan No. _____

Attest: _____ Register

RESERVED FOR REGISTRY USE ONLY



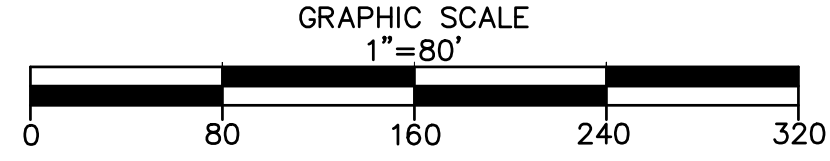
- LEGEND:
- DHCB DRILL HOLE/CONCRETE BOUND
 - FND FOUND
 - N/F NOW OR FORMERLY
 - S.S.M. STEEL SURVEYORS MARKER
 - NCF NANTUCKET CONSERVATION FOUNDATION, INC.
 - L.C. LAND COURT
 - L.C.C. LAND COURT CERTIFICATE
 - PAPER STREETS

PLAN TO ACQUIRE LAND FOR
GENERAL MUNICIPAL PURPOSES
RED BARN & SHEEP POND ROADS AREA
IN
NANTUCKET, MASSACHUSETTS

PREPARED FOR:
TOWN OF NANTUCKET

SCALE: 1"=80' DATE: FEBRUARY 27, 2023
REVISED: 1/27/25 EROSION UPDATE

NANTUCKET SURVEYORS, LLC
5 WINDY WAY
NANTUCKET, MA 02554



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PROFESSIONAL LAND SURVEYOR DATE

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FILE NO. _____